

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

WILLIAM N. BERNARD and THE WILLAM N.
BERNARD AND CATHERINE H. BERNARD
REVOCABLE LIVING TRUST,

No. 16-CV-863 (RMB) (BCM)

Plaintiffs,

- against -

LEONARD VINCENT LOMBARDO;
THE LVG HOLDING COMPANY D&L #1200 LLC;
THE LEONARDVINCENT GROUP, INC.;
BRIAN A. HUDLIN; DANIEL GAMBINO
and LOUIS M. LOMBARDI,

STIPULATION AND ORDER
OF FINAL JUDGMENT
AS TO PLAINTIFFS'
THIRD CLAIM FOR RELIEF

Defendants.

Whereas, the Complaint's Third Claim for Relief alleges a claim for breach of contract arising out of an agreement signed by defendant Brian A. Hudlin on behalf of defendant The LeonardVincent Group, Inc., dated October 30, 2014 (the "Payment Agreement"); and

Whereas, in the Payment Agreement, The LeonardVincent Group, Inc. acknowledged a debt to plaintiff William N. Bernard in the amount of \$1,594,500.00 as of that date; and

Whereas, The LeonardVincent Group, Inc. has no defense to liability on that debt; and

Whereas, The LeonardVincent Group, Inc. or its affiliates made payments to plaintiff in the total amount of \$166,720.00 between October 31, 2014 and the date of this stipulation, reducing the debt due to plaintiff under the Payment Agreement by that amount;

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, and so ordered by the Court pursuant to Rule 54 of the Rules of Civil Procedure, as follows:

1. Judgment may be had against defendant The LeonardVincent Group, Inc., on the Third Claim for Relief in the Complaint, in the amount of \$1,427,780.00, plus prejudgment interest on that sum, at a rate to be agreed-upon by the parties or determined by the Court, from

October 30, 2014 through and including the date when final judgment is entered on this Claim pursuant to Paragraph 2 below.

2. Upon determination of the prejudgment interest amount pursuant to Paragraph 1, plaintiff may submit a proposed final judgment on the Third Claim for Relief for entry pursuant to Rule 54(b), there being no just reason for delay.

3. Nothing herein prevents plaintiffs from pursuing their First, Second, Fourth, and Fifth Claims for Relief in this action against all defendants; pursuing other remedies sought in the Complaint (including prejudgment interest, post-judgment interest, costs, and attorney's fees) against all defendants; pursuing alter ego claims and/or fraudulent conveyance claims against all defendants based on any claim in the Complaint; and enforcing any judgment.

4. Nothing herein prevents defendants from defending against the First, Second, Fourth, and Fifth Claims for Relief, including pursuing their affirmative defense that the Payment Agreement forecloses these other Claims.

5. There are no other promises, agreements or understandings between the parties to this Stipulation and Order other than what is stated herein.

Dated: New York, New York
April 15, 2016

WILLENS & SCARVALONE LLP

By: 

Jonathan A. Willens, Esq.
40 Wall Street, Suite 4100
New York, New York 10005
Tel: (646) 200-6334
Fax: (800) 879-7938
escarvalone@willensscarvalone.com
Attorneys for Plaintiffs

STEVEN G. LEGUM, ESQ.

By: 

Steven G. Legum, Esq.
170 Old Country Road
Mineola, New York 11501
Tel.: (516) 873-9300
Fax: (516) 742-0571
sgl@legum.biz
Attorney for Defendants Leonard Vincent Lombardo; The LVG Holding Company D&L #1200 LLC; The LeonardVincent Group, Inc.; Brian A. Hudlin

SO ORDERED:


RICHARD M. BERMAN U.S.D.J.

5/3/16